



STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
PROCUREMENT



ELECTRONIC REQUEST FOR QUOTES

ADOT SOLICITATION REFERENCE NUMBER: **T07-48-00017**

Commodity Code: **0946-0046 and 0968-0066**

Description: **LAND TITLE PRODUCTS AND SERVICES FOR LA PAZ COUNTY**

DUE DATE: December 12, 2006

at 5:00 P.M. MST

DATE POSTED: November 9, 2006

Submittal Location: Arizona Department of Transportation
Procurement Group
1739 W. Jackson Street, Suite A MD 100P
Phoenix, Arizona 85007

REPLY TO: FAX: (602) 712-8647

Responsible Contract Officer: Connie Ickes Phone: (602) 712-7816

TOTAL AGGREGATE AMOUNT FOR THIS CONTRACT WILL NOT EXCEED \$50,000.00.

PROCUREMENTS LESS THAN \$50,000.00 ARE RESTRICTED TO SMALL BUSINESSES. A SMALL BUSINESS IS ONE THAT, INCLUDING ITS AFFILIATES, IS INDEPENDENTLY OWNED AND OPERATED, IS NOT DOMINANT IN THE TYPE OF BUSINESS IT CONDUCTS, AND WHICH EMPLOYS FEWER THAN 100 FULL TIME EMPLOYEES OR WHICH HAS GROSS RECEIPTS OF LESS THAN \$4 MILLION IN ITS LAST FISCAL YEAR.

"An Equal Employment Opportunity Agency"

The Arizona Department of Transportation is committed to the principles of Equal Employment Opportunity. To ensure dissemination of the Equal Opportunity program throughout all levels of the department, the ADOT Civil Rights Deputy Administrator serves as the Equal Opportunity Administrator for the Arizona Department of Transportation.

TABLE OF CONTENTS

PAGE

Title Page	1
Section 1.0, Scope of Work	2
Section 2.0, Uniform Terms and Conditions	5
Section 3.0, Special Terms and Conditions	5
Section 4.0, Uniform Instructions to Offerors	12
Section 5.0, Special Offer Submittal Instructions	12
Price Sheet	14
Offer and Contract Award	15
State of Arizona Substitute W-9 and Vendor Authorization	16
Exhibit 1-Title Report Cover	17
Exhibit 2-Chain of Record Title	18

1.0 **SCOPE OF WORK**

The Arizona Department of Transportation hereinafter referred to as the Department has the need to purchase/obtain Land Title Products and Services in accordance with the following specifications:

1.1 **SPECIFICATIONS**

- 1.1.1 The Arizona Department of Transportation (ADOT) Intermodal Transportation Division, Right of Way Group (hereinafter referred to as Department) is seeking proposals from qualified title companies (hereinafter referred to as Contractor), capable of providing land title products and services. These services will be required for the La Paz County only, on an as needed basis.
- 1.1.2 The selection of Contractor(s) to provide these services will be determined by the Department. The Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement, and further agrees that the Department may secure similar services from other contracted sources at any time in conjunction with, or in replacement of, the Contractor's service.
- 1.1.3 The Department makes no guarantee as to the amount of products and services required in the La Paz County during the term of the contract.
- 1.1.4 Federal funds may be involved, therefore, the Federal Highway Administration shall have the authority to review and monitor all aspects of the Contractor's work.

1.2 **MINIMUM QUALIFICATIONS**

- 1.2.1 Companies submitting offers must be currently licensed by the Arizona Department of Insurance as provided in ARS 20-1561, et seq. Companies that are authorized by license to do business in the State of Arizona shall be deemed qualified to submit a proposal.
 - 1.2.1.1 §A.R.S. 20-1561 Law governing title insurers
 - 1.2.1.1.1 A. This article applies to all title insurers, title insurance rating organizations, title insurance agents, applicants for title insurance and policyholders and to all persons and business entities engaged in the business of title insurance.
 - 1.2.1.1.2 B. To the extent not modified by this article, title insurers are subject to and governed by the other applicable sections of this title.
 - 1.2.1.1.3 C. Any new insurance law enacted after January 1, 1968 does not apply to title insurers, title insurance rating organizations, title insurance agents, applicants for title insurance, title insurance policyholders or title insurance, except by express reference therein.
 - 1.2.1.1.4 D. Section 20-223 applies to title insurers.
 - 1.2.1.1.5 E. Title insurance agents shall be licensed pursuant to this article. Chapter 2, article 3 of this title does not apply to licensure of title agents except by specific reference in that article, except that to the extent not inconsistent with this article, section 20-285, section 20-286, subsections C and D and sections 20-287, 20-289, 20-289.01, 20-290, 20-291, 20-292, 20-295, 20-296, 20-297, 20-298, 20-299, 20-300 and 20-301 apply to title insurance agents.

1.3

DESCRIPTION OF SERVICES

1.3.1 Products and services to be provided shall consist of:

1.3.1.1 Preliminary title reports setting forth the requirements and a commitment for the title insurance, along with copies of the Vesting Deed, Chain of Title documents, Schedule Bs and requirements.

Department upon escrowing the transaction and obtaining title insurance from the title company.

1.3.1.3 Updated title reports.

1.3.1.4 Amended title reports (for correction purposes).

1.3.1.5 Escrow services.

1.3.1.6 Copies of recorded documents.

1.3.1.7 Title insurance policies.

1.3.1.8 Abstract reports or ownership reports.

1.3.1.9 A reasonable use of the Contractor's title plant by Department employees.

1.3.2 Optional Services:

1.3.2.1 Contractor may elect to offer the following services(s):

1.3.2.2 Foreclosure services on excess land sales, statewide, where the Department is the Beneficiary under a Deed of Trust.

1.4

CONTRACTOR RESPONSIBILITIES

1.4.1 The Contractor shall be responsible for the following activities as related to a specified parcel of property:

1.4.1.1 The description shall be as it is in the vesting instrument.

1.4.1.2 Exceptions to descriptions shall be written in full with a document reference to the exception.

1.4.1.3 Descriptions in instruments referred to in another description shall be written in full and a copy of such instrument shall be furnished with the report.

1.4.2 The title reports shall contain:

1.4.2.1 An ADOT Right of Way Title Report cover Sheet (Exhibit 1) attached to the report.

1.4.2.2 Names of parties, dates, descriptions, and recording date for all encumbrances shown in "Schedule B" and copies of all instruments shown therein. This includes documents referenced in the legal description. Any information available to the Contractor as to unrecorded encumbrances should also be provided. (Schedule B is located in Exhibit 1)

1.4.2.3 The chain of record title 1 (Exhibit 2) for a period of five (5) years will be provided by the title company showing all vesting instruments within a five year period from the date of the title search. The vesting deed must always be shown on the chain of record title.

1.4.2.4 Requirements necessary to vest satisfactory title in the State.

1.4.3 The Contractor shall furnish updated title reports within ten (10) days after an escrow has been opened, at no additional cost to the Department.

1.4.4 The Contractor shall assist in contacting, corresponding and securing instruments necessary to satisfy title requirements outlined above. (Include clearing requirements, obtaining lien releases on both partial and total acquisitions. Contractor shall also complete the State Purchase Agreement required to consummate the transaction.)

1.4.5 The Contractor shall furnish an amended title report at no charge to the Department within ten (10) days if the report contains a Contractor error.

1.4.6 Credit shall be given to the Department by the Contractor for the amount paid for a preliminary title report or updated title report when the subject property is escrowed with the Contractor and a title insurance policy is purchased.

1.4.7 Policing of Accounts on excess land sales statewide, where the Department is the Beneficiary under a Deed of Trust, shall include but not be limited to the following:

1.4.7.1 Set up and monitor impound accounts.

1.4.7.2 Add and Demand taxes, assessments and insurance.

1.4.7.3 Monitor late payments.

1.4.8 Provide foreclosure services, including but not limited to:

1.4.8.1 Issue a Notice of Intent to Foreclose.

1.4.8.2 Prepare/order a Trustee Sale Guarantee Report.

1.4.8.3 Record and give Notice of Trustee's Sale.

1.4.8.4 Hold Trustee Sale.

1.4.8.5 Collect monies from successful bidder.

1.4.8.6 Deliver the Trustee's Deed conveying property to successful bidder after payment.

1.4.8.7 Forward all proceeds, if any, after costs, fees, and expenses to the Department.

1.4.8.8 Provide any other notices and/or services necessary in connection with Trust Deed Foreclosure Sales

DEPARTMENT RESPONSIBILITIES

1.5.1 The Department shall provide the following:

1.5.1.1 Order a specified product or service as needed.

1.5.1.2 Furnish legal descriptions, maps, or assessor's arbitrary numbers of the parcels of land involved.

1.5.1.3 Stipulate a mutually agreed upon date by which time said product or service is to be completed.

1.5.1.4 The Department shall be responsible for notifying the Contractor, in writing, to proceed with foreclosure proceedings.

2.0 UNIFORM TERMS AND CONDITIONS

Incorporated by reference. To obtain a copy of the Uniform Terms and Conditions in full text, you can log on to <http://sporas.ad.state.az.us> or contact Connie Ickes at (602) 712-7816.

3.0 SPECIAL TERMS AND CONDITIONS

3.1 CONTRACT TERM

The term of any resultant contract(s) for the Department shall commence on the date of contract execution and continue for one year, unless terminated, canceled, or extended as otherwise provided herein.

3.2 CONTRACT EXTENSION

The Department reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written agreement, any resultant contract may be extended for supplemental periods up to a maximum of forty-eight (48) months.

3.3 PROJECT ADMINISTRATION

The Project Manager shall be designated at the time of project assignment. The Project Manager will provide general direction as necessary and be responsible for decisions pertaining to work under this contract.

3.4 PAYMENT

3.4.1 The Contractor shall be paid in arrears, based on the fees stipulated in Contractor's proposal. The ADOT purchase order number and ADOT contract number shall be referenced on all invoices and correspondence.

Work shall be completed in a responsible and professional manner in accordance with the requirements of the agreement. Determination of acceptability of work will be made by the Department. Payment of any invoice shall not preclude the Department from making claim for adjustment on any service found to have been in non-compliance with the contract.

3.5 ESCALATION

The Department may allow for an escalation of the contract price, limited to labor and direct cost increases, provided that the increases can be verified by audit. The Contractor must provide Department with a 30-day written notification requesting an increase. No escalation will be allowed prior to one year from starting date of contract.

3.6 INVOICING REQUIREMENTS

All invoices for this contract shall be delivered in person or sent by mail addressed as follows:

3.6.1 Arizona Department of Transportation
Right of Way Contracts Unit Room #331
205 South 17th Avenue, Mail Drop 612E
Phoenix, Arizona 85007-9973

3.7 PERFORMANCE STANDARDS

The State relies upon the provision of services in accordance with the contract; therefore, the Contractor agrees that time is of the essence, and that contractual commitments shall be met.

Performance of this contract may require the Contractor to have access to and use of data and information which may be considered proprietary to a Government agency or a Government Contractor or which may otherwise be of such a nature that its dissemination or use, other than in the performance of this contract, would be adverse to the interests of the State or others.

The Contractor agrees to not divulge or release data or information developed or obtained in connection with the performance of the resulting contract, unless made public by the State, upon written approval of the Department.

The Contractor agrees to follow Department rules, including but not limited to:

- A. Interact cordially with Department personnel and all such others.
- B. Respond professionally to Department supervisory personnel.
- C. Follow other State/Department rules as required.

3.8 CONTRACTOR SELECTION FROM MULTIPLE CONTRACTS

The Department makes no guarantee as to the amount of work to be assigned to any Contractor and may exercise its option not to utilize the services requested herein. Selection will be at the sole discretion of the Department. The Department is under no financial obligation to any selected Contractor unless the Department issues a Purchase Order for a specific requirement.

3.9 CHANGES IN WORK The Department reserves the right to revise and make other changes within the general Scope of Work as may be deemed necessary to best serve the interest of the Department. All changes shall be documented by formal amendments to the contract by the Procurement Officer.

3.10 REMOVAL OF CONTRACTOR'S EMPLOYEES

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The Department may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the Department.

3.11 CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property

pursuant to ADOT Policy, PER 6.04, "Weapons in the Workplace." Such property includes ADOT owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under § A.R.S 13-1502, "Criminal trespass in the third degree; classification."

4.0 FEDERALLY REQUIRED TERMS

The following terms are required for federally funded project requirements. These terms may be waived for non-federally funded project requirements upon written request from the Contractor.

4.1 Employment of Federal Highway Administration and State's Personnel

The Contractor shall not employ any person or persons in the employ of the Federal Highway Administration or of the State of Arizona or any of its boards, agencies, or commissions, for any work required by the terms of this Contract, without prior written permission of the Federal Highway Administration or of the State.

4.2 Civil Rights

4.2.1 The Contractor is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23, CFR 710.405(b) are made applicable by reference and are hereinafter considered part of this contract.

4.2.2 The Contractor is required to comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this contract.

4.3 Affirmative Action

4.3.1 Contractor shall take the following affirmative action steps with respect to securing supplies, equipment or services under the terms of this contract:

4.3.2 Include qualified small, minority and women-owned businesses on solicitation lists.

4.3.3 Assure that small, minority and women-owned businesses are solicited whenever they are potential sources.

4.3.4 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority and women-owned business participation.

4.3.5 Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority and women-owned businesses.

4.4 Energy Conservation

4.4.1 Contractor is required to comply with mandatory standards and policies, as applicable relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

4.4.2 Environmental Protection

(This clause is applicable if this contract exceeds \$100,000.00.)

Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grant or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the U.S.E.P.A. Assistant Administrator Enforcement (EN-329).

4.5 Subcontracts

4.5.1 The contractor agrees to insert in all subcontracts the clauses hereof entitled "Civil Rights," Affirmative Action," and "Anti-Lobbying." Contractor further agrees to insert in any subcontract exceeding \$100,000.00 the clause hereof entitled.

4.6 Anti-Lobbying

4.6.1 The Contractor agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier subrecipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

4.6.2 The Contractor agrees to require all lower tier subcontractors who have agreement exceeding \$100,000.00 to complete the Certification for Federal-aid Contracts (ECS Form 90-1) and, when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3) prior to execution of the prime Contractor's agreement with the Department. Lower tier certifications are to be maintained by the Contractor.

5.0 **FEDERAL IMMIGRATION AND NATIONALITY ACT**

5.1 By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

6.0 **OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or

“overhead” services, redundant back-up services or services that are incidental to the performance.

INSURANCE

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".**

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under §A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to State of Arizona Department Transportation, Connie Ickes at 1739 W. Jackson St. Suite A Mail Drop 100P, Phoenix, Arizona 85007-3276 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to State of Arizona Department Transportation, Connie Ickes at 1739 W. Jackson St. Suite A Mail Drop 100P, Phoenix, Arizona 85007-3276. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

4.0 **UNIFORM INSTRUCTIONS TO OFFERORS**

Incorporated by reference. To obtain a copy of the Uniform Instructions to Offerors in full text, you can log on to <http://sporas.ad.state.az.us> or contact Connie Ickes at (602) 712-7816.

5.0 **SPECIAL OFFER SUBMITTAL INSTRUCTIONS**

Complete and return all required information to the location indicated on the solicitation, page one (1) by the time indicated. Responses may be faxed to: (602) 712-8647, Attention: Connie Ickes. Responses must be in writing and signed.

- Complete and return the PRICE SHEET ■ OFFER & CONTRACT AWARD SHEET INCLUDING THE SMALL BUSINESS CERTIFICATION ■ OWNERSHIP CLASSIFICATION

5.1 **OFFER EVALUATION**

5.1.1 A selection committee will evaluate and rank the offers, based on the following criteria:

5.1.1.1 Mandatory Criterion:

Offers must be licensed by the Department of Insurance for the State of Arizona as provided in §A.R.S. 20-1561, et seq.

5.4.1.2 Technical Criteria:

5.4.1.2.1 Those offerors who have met the mandatory criterion above will be evaluated on the following criteria listed with respective values:

5.4.1.2.1.1	Overall responsiveness to the Electronic Request for Quote	
5.4.1.2.1.2	Assistance in escrowing a parcel	
5.4.1.2.1.3	Availability of title plant for Department staff use	
5.4.1.2.1.4	Proposed fees (Prompt payment discounts of thirty (30) days or more set forth in an offer shall be deducted from the offer for the purposes of evaluating that price)	

5.4.2. As part of its final selection from among the highest ranked firms, the Department reserves the right to:

5.4.2.1 Request oral presentations with no less than 72 hours notice. Presenters from the firms must include key members who will serve as the contact person(s).

6.0 **NOTICE**

All notices, requests demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purpose of these provisions collectively called "Notices"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

If intended to the State, to:

Arizona Department of Transportation, Procurement Group
1739 West Jackson Street, Ste. A, MD 100P
Phoenix, Arizona 85007-3276
Attention: Connie Ickes

If intended for the Contractor, to:

The Contractor Name
Address
City, State, Zip Code
Attention:

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Chief Procurement Officer and if intended for the Contractor, to the person named on the Offer and Contract award Form of this Contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

PRICE SHEET

MUST BE COMPLETED IN ACCORDANCE WITH SOLICITATION REQUIREMENTS AND SUBMITTED WITH OFFER

SOLICITATION NO. T07-48-00017

PRODUCT OR SERVICE	RATE
7.2.1.1 Each Preliminary Title Report with requirements and a commitment for Title Insurance (Reference Page __, Paragraphs 1.3.1.1 & 1.4.6)	\$ _____
7.2.1.2 Each Updated Title Report (no charge if escrowed) (Offerors may attach rate cards listing published fees in addition to those requested below.)	\$ _____ /each
7.2.1.3 Rate per parcel for Escrow Services	\$ _____ /each
7.2.1.4 Rate per page for copies of Recorded Documents (NOT TO INCLUDE REQUIRED COPIES PROVIDED WITH EACH PRELIMINARY TITLE REPORT)	\$ _____ /page
7.2.1.5 Each Title Insurance Policy (Offerors may attach rate cards listing published fees in addition to those requested below.) (Reference Page __, Paragraphs 1.3.1.1 & 1.4.6)	\$ _____ /each
7.2.1.6 Hourly rate for each Abstract Report	\$ _____ /hour
7.2.1.7 Hourly rate for each Ownership Report. An ownership report is a search of all vesting instruments only.	\$ _____ /hour
7.2.1.8 Hourly rate of use of Contractor's title plant by Department employees (Refer to Section 1.0 Scope of Work, Paragraph 1.3.1.9) Accessibility to the Offeror's title plant, if applicable, shall be as follows: (List business hours) _____	\$ _____ /hour
7.2.1.9 Optional Services: Offeror may elect to propose on the following:	
7.2.1.9.1 Foreclosure services (refer to Section 1.0 Scope of Work, Paragraph 1.3.2.2)	\$ _____

The amount paid for a preliminary title report or an updated title report shall be considered full payment for such report and shall not be contingent upon escrow or purchase of a title policy.

Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an offer shall be deducted from the offer for the purposes of evaluating that price.

Arizona transaction privilege and use taxes shall not be considered when evaluating the bid or offer. Bids and offers shall be tendered without tax. If requested, Arizona transaction privilege or use tax shall be stated on a separate line as an amount or rate.

PRICE SHEET

MUST BE COMPLETED IN ACCORDANCE WITH SOLICITATION REQUIREMENTS AND SUBMITTED WITH OFFER

SOLICITATION NO. T07-48-00017

OFFER AND CONTRACT AWARD



ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211



SOLICITATION NO. **T07-48-00017**

Submit this form with an original signature to the State.

OFFER

TO THE STATE OF ARIZONA:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Federal Employer Identification

No.: _____

For clarification of this offer, contact:

Printed Name

Offeror's (Company) Name

Email Address

Address

Company Email Address

City

State

Zip

Signature of Person Authorized to Sign Offer

Phone

Printed Name

Date

Facsimile

Title

SMALL BUSINESS CERTIFICATION

As a person authorized to represent this offeror, by signing below I certify that the bidding organization is qualified as a small business. A small business means a concern, including its affiliates, which is independently owned and operated, which is not dominant in its field, and which employs fewer than one hundred full-time employees or which had gross annual receipts of less than four million dollars in its last fiscal year (§A.R.S. 41-1001). Procurements estimated to cost less than fifty thousand dollars (\$50,000.00) shall be restricted to small businesses in accordance with §A.R.S. 41-2535.

Signature of Person Authorized to Certify Status as Small Business

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's offer as accepted by the state.

This contract shall henceforth be referred to as Contract No. _____.

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order.

State of Arizona

Awarded this _____ day of _____ 2006

Connie Ickes

As Procurement Officer and not personally.

STATE OF ARIZONA

SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM

DO NOT SEND TO IRS

Vendor MUST Print
or Type Information

DO NOT SEND TO IRS

Vendor MUST Print
Or Type Information

• Taxpayer Identification Number (TIN)

• TIN
Type

- ☐ Employer Identification Number (EIN)
☐ Social Security Number (SSN)

• State of Arizona HRIS EIN

State of Arizona Employees ONLY

• Legal Name Must match TIN above

• Entity Type Select one of the following

- ☐ Corporation (NOT providing health care, medical or legal services) (5A)
☐ Corporation (providing health care, medical or legal services) (5M)
☐ Partnership, LLP (5T)
☐ PLLC, LLC (5C)
☐ Individual/Sole Proprietor (6I)
☐ The US or any of its political subdivisions or instrumentalities (2G)
☐ A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
☐ Tax-exempt organization under IRC §501 (5C)
☐ An international organization or any of its agencies or instrumentalities (5U)
☐ State of Arizona employee (1E)
☐ Other Non-Tax-Exempt Entity (5P)

• Minority Business Indicator Select one of the following

- ☐ Small Business (01)
☐ Small Business – African American (23)
☐ Small Business – Asian (24)
☐ Small Business – Hispanic (25)
☐ Small Business – Native American (27)
☐ Small Business – Other Minority (05)
☐ Small, Woman Owned Business (06)
☐ Small, Woman Owned Business – African American (29)
☐ Small, Woman Owned Business – Asian (30)
☐ Small, Woman Owned Business – Hispanic (31)
☐ Small, Woman Owned Business – Native American (33)
☐ Small, Woman Owned Business – Other Minority (11)
☐ Woman Owned Business (03)
☐ Woman Owned Business – African American (17)
☐ Woman Owned Business – Asian (18)
☐ Woman Owned Business – Hispanic (19)
☐ Woman Owned Business – Native American (21)
☐ Woman Owned Business – Other Minority (08)
☐ Minority Owned Business – African American (17)
☐ Minority Owned Business – Asian (32)
☐ Minority Owned Business – Hispanic (74)
☐ Minority Owned Business – Native American (15)
☐ Minority Owned Business – Other Minority (02)
☐ Non-Profit, IRC §501© (88)
☐ Non-Small, Non-Minority or Non-Woman Owned Business (00)

• Main Address

Where tax information and general correspondence is to be mailed

DBA\Branch\Location

Address

Address continued

City

State

Zip code

• Remit to Address

☐ Same as Main

DBA\Branch\Location

Address

Address continued

City

State

Zip code

Contact Information

Name

Phone #

EXT

Fax

email

• Certification

Under Penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
- I am a U.S. person (including U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup.

Signature

Title

Current Date

STATE OF ARIZONA **AGENCY** USE ONLY

VENDOR: DO NOT WRITE BELOW THIS LINE

AGY

Agency Authorization

Phone

Date

STATE OF ARIZONA GAO USE ONLY				VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE			
<input type="checkbox"/> IRS TIN Matching	<input type="checkbox"/> Corporation Commission	<input type="checkbox"/> HRIS	<input type="checkbox"/> Other		<input type="checkbox"/> Other		
Vendor Number		MC		Processed by		Date Processed	

GAO-W-9 Revised 03/15/05

EXHIBIT .1
TITLE REPORT COVER

ARIZONA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY GROUP

RIGHT OF WAY TITLE REPORT

The undersigned has examined the title to the property described in SCHEDULE A-1 and the record owner is:

(NAME OF OWNER)

(Note: You may make a master copy and then fill in the blanks for each report.)

Address: *(FROM TAX ROLL)*

By virtue of that certain: *(SEE CHAIN OF TITLE)*

Upon compliance with REQUIREMENTS herein, satisfactory title will vest in the State of Arizona subject to encumbrances set forth in SCHEDULE B.

SCHEDULE A-1

(SEE ATTACHED)

Contiguous Property: None: ☐ See Schedule A-2: ☐ Not Searched: ☐ Not Applicable: ☐

Encumbrances and Requirements are **not** included for property in Schedule A-2.

REMARKS: *(TITLE COMPANY REPORT NO.)*

Date of Search: *(FILL IN)*
Reviewer:

Examiner: *(TITLE COMPNAY NAME)*

Update to:

Examiner:

Reviewer:

Update to:

Examiner:

Reviewer:

Tax Arb: *(FILL IN)*

County: *(FILL IN)*

Title Arb:

(LEAVE BLANK)

EXHIBIT .1
TITLE REPORT COVER

Project:

(TAKE FROM ORDER LETTER) **Section:**

(TAKE FROM ORDER LETTER)

Parcel: *(TAKE FROM ORDER LETTER)*

EXHIBIT 2
CHAIN OF RECORD TITLE

EXAMPLE:

DEED IN LIEU OF FORECLOSURE DATED OCTOBER 14, 1994, RECORDED NOVEMBER 14, 1994 AT RECORDERS NO. 1994-808998, SWAP MEET, INC., AN ARIZONA CORPORATION (GRANTOR), AND B.C.C. INVESTMENTS PARTNERSHIP, AN ARIZONA GENERAL PARTNERSHIP (GRANTEE).

SPECIAL WARRANTY DEED DATED AUGUST 18, 1999, RECORDED SEPTEMBER 1, 1999 AT RECORDERS NO. 1999-827806, BETWEEN B.C.C. INVESTMENTS PARTNERSHIP, AN ARIZONA GENERAL PARTNERSHIP (GRANTOR), AND GRAHAM L. COWLEY, III AND SHARON A. COWLEY, HUSBAND AND WIFE (GRANTEE). (AN UNDIVIDED 25% INTEREST)

WARRANTY DEED DATED AUGUST 2, 1999, RECORDED SEPTEMBER 1, 1999 AT RECORDERS NO. 1999-827807, BETWEEN GRAHAM L. COWLEY, III AND SHARON A. COWLEY, HUSBAND AND WIFE (GRANTORS), AND MT. BALDY LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP (GRANTEE). (THEIR UNDIVIDED 25% INTEREST)

QUIT CLAIM DEED DATED DECEMBER 8, 1999, RECORDED DECEMBER 23, 1999, BETWEEN B.C.C. INVESTMENTS PARTNERSHIP, AN ARIZONA GENERAL PARTNERSHIP (GRANTOR), AND SMT INVESTORS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP (GRANTEE). (AN UNDIVIDED 50% INTEREST)

WARRANTY DEED DATED DECEMBER 10, 1999, RECORDED DECEMBER 23, 1999 AT RECORDERS NO. 1999-1144350, BETWEEN SMT INVESTORS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP (GRANTOR), AND MT. BALDY LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP (GRANTEE). (ITS UNDIVIDED 50% INTEREST)

QUIT CLAIM DEED DATED JANUARY 13, 2000, RECORDED JANUARY 27, 2000 AT RECORDERS NO. 2000-65174, BETWEEN MT. BALDY LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP (GRANTOR), AND **B.C.C. INVESTMENTS, L.L.P., AN ARIZONA LIMITED LIABILITY PARTNERSHIP** (GRANTEE).

END OF CHAIN OF TITLE